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LUX OPTICS INCORPORATED

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA CRUZ

LUX OPTICS INCORPORATED, a Delaware
Corporation

Plaintiff,

v.

SEBASTIAAN DE WITH, an individual

Defendant.

Case No.: 26CV00920

COMPLAINT FOR DAMAGES FOR:

1. Fraud (Intentional Misrepresentation and Concealment);
2. Breach of Fiduciary Duty (under California law);
3. Breach of Fiduciary Duty (under Delaware law);
4. Conversion;
5. Trespass to Chattels;
6. Negligent Misrepresentation (In the Alternative);
7. Restitution (Unjust Enrichment) (In the Alternative);
8. Violation of Penal Code § 502 (Comprehensive Computer Data Access and Fraud Act);
9. Misappropriation of Trade Secrets (Cal. Civ. Code §§ 3426 et seq.); and
10. Declaratory Relief

DEMAND FOR JURY TRIAL

1 Plaintiff Lux Optics Incorporated brings this action and alleges as follows:

2 **INTRODUCTION**

3 1. This is a case about an executive employee and Board member of a small, closely
4 held corporation who exploited and abused his relationship of trust with the company to
5 misappropriate more than \$150,000 of company funds for his personal benefit. That executive, the
6 Defendant, effectuated his scheme of fraud through an extensive web of lies and misrepresentations
7 about purported business reasons for expenditures, and fraudulent concealment of the true, personal
8 nature of the expenditures.

9 **PARTIES**

10 2. Plaintiff Lux Optics Incorporated (“Lux Optics”) is, and at all relevant times was, a
11 corporation organized and existing under the laws of the State of Delaware. Lux Optics, a closely
12 held corporation with only two shareholders, is a small creative studio engaged in the development
13 and distribution of mobile photography and video applications for iOS devices. Lux Optics also
14 publishes technical content concerning mobile photography and video.

15 3. Defendant Sebastiaan de With (“Defendant”) is an individual residing in Santa Cruz
16 County, California. Defendant is a shareholder of Lux Optics (owning 49.9% of its outstanding
17 shares) and was a member of its Board of Directors. Defendant also served as a key executive
18 employee of Lux Optics beginning in or around May 18, 2020.

19 4. As a key executive employee of Lux Optics, Defendant held the title of Director of
20 Design. In that role, he contributed to product design, at times performing design work personally
21 and at times coordinating and delegating work to independent contractors. Defendant was also
22 responsible for marketing functions, including outreach to press and management of the Company’s
23 social media accounts. Defendant exercised substantial control over the Company’s financial
24 accounts, expenditures, office arrangements, equipment, and digital assets, and was actively
25 involved in the day-to-day management and operations of Lux Optics.

26 5. Benjamin Sandofsky serves and served (at all relevant times) as Chief Executive
27 Officer of Lux Optics and retained ultimate executive authority over Company operations. In
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1 addition to his executive responsibilities, Mr. Sandofsky has acted as product manager, wrote the
2 substantial majority of the Company's software code, and contributed to design.

3 **JURISDICTION AND VENUE**

4 6. This Court has subject matter jurisdiction pursuant to Article VI, Section 10 of the
5 California Constitution.

6 7. This Court has personal jurisdiction over Defendant because he resides in Santa
7 Cruz County, California, and engaged in substantial wrongful conduct in this County.

8 8. Venue is proper in Santa Cruz County pursuant to Code of Civil Procedure section
9 395 because Defendant resides here and substantial acts giving rise to this action occurred here.

10 **FACTUAL ALLEGATIONS**

11 9. Plaintiff Benjamin Sandofsky originally founded Lux Optics in 2015 as Chroma
12 Noir LLC.

13 10. In 2016, Mr. Sandofsky and Defendant began to collaborate on the development of a
14 camera mobile application.

15 11. In 2018, Defendant was granted 49.9% membership interest in Chroma Noir LLC.

16 12. In 2019, Chroma Noir LLC was renamed to Lux Optics LLC.

17 13. In 2020, the LLC was converted to a C-Corp, maintaining a 50.1% and 49.9% equity
18 split between Mr. Sandofsky and Defendant.

19 14. On or around May 18, 2020, both Mr. Sandofsky and Defendant became employees
20 of Lux Optics and began receiving compensation through employee payroll system.

21 15. At various times, in addition to Mr. Sandofsky and Defendant, Lux Optics employed
22 between zero and two additional employees, but the Company's operations and financial oversight
23 were entirely managed by Mr. Sandofsky and Defendant.

24 16. In 2020, when the LLC was converted to a C-Corp, Mr. Sandofsky and Defendant
25 resided in California; Mr. Sandofsky in San Mateo, California and Defendant in San Francisco,
26 California. During 2022, Defendant relocated from San Francisco, California to Santa Cruz,
27 California. During 2023, Mr. Sandofsky relocated from San Mateo, California to New York, New
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1 York. Defendant remained in Santa Cruz, California.

2 17. At all relevant times, Mr. Sandofsky served as CEO, CFO, and Secretary, a member
3 of the Board of Directors, and has been Lux Optics' majority shareholder.

4 18. Defendant was a key executive employee, the only other member of the Board of
5 Directors, and the only other shareholder.

6 19. As a key executive employee and Board member, Defendant owed fiduciary duties
7 of loyalty, good faith, candor, and full disclosure to Lux Optics. Defendant exercised substantial
8 control over Lux Optics' finances, credit card expenditures, office arrangements, equipment, trade
9 secrets, and digital assets.

10 20. Lux Optics operated as a closely held company in which its principals worked in a
11 relationship of trust and confidence. Through many communications over the years between
12 Defendant and Mr. Sandofsky, it was understood that corporate funds (including, without
13 limitation, charges to Lux Optics AMEX credit card account) would be used only for legitimate
14 Company purposes. Defendant was not authorized to use Company funds for his personal benefit.

15 21. Because Lux Optics was small and Mr. Sandofsky and Defendant shared operational
16 responsibilities, expenses were incurred in the Company's name without advance item-by-item
17 approval. Although Mr. Sandofsky retained ultimate authority over Company finances, Defendant
18 was entrusted with substantial day-to-day control over Company expenditures and use of the
19 corporate credit card. Mr. Sandofsky reasonably relied on the understanding and implied
20 representation that expenditures Defendant charged to the Company, including to the corporate
21 American Express account, were Lux Optics business expenses.

22 22. Mr. Sandofsky first began to question whether Defendant was honoring his
23 relationship of trust with Lux Optics on October 22, 2025, when Mr. Sandofsky noticed that
24 Defendant charged \$7,559.80 to Lux Optics' corporate American Express account for travel on Air
25 France – an expense that appeared inconsistent with any known Company business and was
26 unusually high.

27 23. Mr. Sandofsky reviewed the transaction through the American Express web portal,
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1 which showed that the charge was for a flight from Frankfurt to Paris to São Paulo.

2 24. Because Mr. Sandofsky was unaware of any Company business in São Paulo, he
3 contacted the airline directly. The agent confirmed the itinerary, noting that Defendant would arrive
4 on November 11, and return on November 12. Mr. Sandofsky recognized this as a potential “point
5 run,” travel booked by an individual with the intent of accruing personal points and frequent flier
6 status. Multiple times in the past, Defendant had shared his passion for personal hotel and airline
7 status programs with Mr. Sandofsky.

8 25. On Saturday, October 25, 2025, Mr. Sandofsky sent the Defendant a message on
9 Slack inquiring about the charge.

10 26. On Monday, October 27, Defendant replied to Mr. Sandofsky’s Slack message
11 representing that the ticket was for a flight to Japan for a business-related conference in April.
12 Defendant represented that the ticket had been booked “to get the additional XP to make [Air
13 France’s] Ultimate tier,” referring to points in Air France’s frequent-flyer loyalty program used to
14 qualify for personal elite travel status. Defendant further represented that the fare was inflated
15 because it incorporated “extra sustainable aviation fuel for the XP earn,” referring to an optional
16 airline surcharge that increases the number of loyalty program points awarded for the purchase.
17 Defendant further represented that achieving the tier would provide him with certificates for future
18 flights (seeming to imply that the future flights could be used for company business). Lux Optics
19 did not maintain a corporate mileage or rewards account, and any points, credits, or elite status
20 benefits generated by the charged travel accrued solely to Defendant personally.

21 27. Mr. Sandofsky replied to Defendant with a screenshot of the itinerary from the
22 American Express portal, which showed São Paulo as the destination (directly contradicting
23 Defendant’s representations about the flight destination). Over seven hours later (an unusual delay
24 for typical messaging between Defendant and Mr. Sandofsky), Defendant replied, “Hmm unsure
25 why it shows up like that, it's a JAL codeshare,” referring to Japan Airlines (“JAL”) and suggesting
26 the ticket had been issued under JAL’s airline code as part of a codeshare arrangement with another
27 airline.

1 28. Mr. Sandofsky requested a copy of the receipt, and Defendant responded by
2 representing that he never received a confirmation email.

3 29. Defendant then later represented that the charge had not been issued and was merely
4 a temporary hold that would expire. That representation was untrue (the airline advised Mr.
5 Sandofsky that Defendant had made a non-refundable charge to the American Express for the
6 flight).

7 30. The Air France transaction and Defendant's shifting explanations on October 27
8 prompted Mr. Sandofsky to initiate a broader review of Defendant's use of Company funds and
9 potential financial fraud. Mr. Sandofsky identified numerous additional charges made by
10 Defendant to Lux Optics' American Express card that did not have an obvious or apparent
11 legitimate business purpose.

12 31. As a result of these suspicious charges, Mr. Sandofsky began to consider whether
13 Defendant had been honest when he had made a series of representations to Mr. Sandofsky
14 regarding the purported need for the Company to lease expensive office space in Santa Cruz,
15 California.

16 32. In late 2023 and early 2024, Defendant had represented to Mr. Sandofsky that Lux
17 Optics needed a dedicated office in Santa Cruz to support Company operations. More specifically,
18 Defendant represented that he needed a dedicated workspace (separate from his residence) to
19 perform Lux Optics design work without distraction, to produce video content and other materials
20 supporting Lux Optics' mobile applications, and to host paid events (something Lux Optics had
21 never done in the past). Mr. Sandofsky expressed concern about the substantial cost of the proposed
22 space and suggested that Lux Optics instead rent space as needed for filming or events. Defendant
23 responded that such an approach was not feasible in Santa Cruz and would be prohibitively
24 expensive on an hourly basis, and insisted that he "desperately" needed dedicated production space
25 because Lux Optics would need to produce a significant amount of video content in the near future.
26 Defendant did not disclose to Mr. Sandofsky that he would use the property for any purpose other
27 than conducting Lux Optics business, including for Defendant's personal activities or for work
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1 associated with any other business venture.

2 33. Although Mr. Sandofsky questioned the need for a dedicated office and expressed
3 concern about the cost of the proposed lease, which required Lux Optics to pay approximately
4 \$5,400 per month in rent, taxes, and utilities, Mr. Sandofsky gave Defendant the benefit of the
5 doubt based on the relationship of trust, and ultimately agreed due to Defendant's representation
6 that the premises would serve as a working office for Lux Optics, and Defendant's insistence that
7 the office space would be used to record substantial amounts of video material for the company's
8 mobile applications.

9 34. On January 18, 2024, Defendant executed a lease for the Santa Cruz office space in
10 his own name, without consulting Mr. Sandofsky as to placing the lease in Defendant's name rather
11 than the Company's. Although the lease was executed in Defendant's name, Lux Optics paid the
12 costs associated with the premises, including monthly rent of approximately \$4,670.10, annual
13 property taxes totaling \$8,953.07 during the lease term, utilities of approximately \$1,298.65, and a
14 \$4,000 security deposit. In total, in reliance on Defendant's representations regarding the need for
15 the office, Lux Optics spent approximately \$123,689.34 on the Santa Cruz workspace.

16 35. Despite Defendant's representations regarding the planned business use for the Santa
17 Cruz office space, the office did not result in increased Company work by Defendant and, if
18 anything, corresponded with a decline in Defendant's output. During the approximately twenty-one
19 months that Defendant caused Lux Optics to lease the office, Defendant generated less than 20
20 minutes of video content for Lux Optics from the office space, and he did not host any company
21 events.

22 36. As a result of his concerns related to Defendant's charges to the Lux Optics AMEX
23 account, and Defendant's false statements about his recent AirFrance charge, Mr. Sandofsky
24 decided to look further into Defendant's use of the Santa Cruz office. On Monday, October 27,
25 2025, Mr. Sandofsky searched for the office address in a search engine. He discovered on the
26 California Secretary of State's website an LLC registered to the company's Santa Cruz office
27 address, identifying Defendant as the CEO. The entity was named "Space Design Workshop LLC."
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1 The “Type of Business” in the registration listed, “Design and Technology Consulting Services.” At
2 no point had Defendant, a full-time employee of Lux Optics, informed Mr. Sandofsky that he was
3 starting a consultancy business, let alone a consultancy operating out of an office paid for by Lux
4 Optics.

5 37. The Air France charge and the discovery that an entity associated with Defendant’s
6 personal business was registered to Lux Optics’ Santa Cruz office address led Mr. Sandofsky to
7 conclude that the matter required an independent investigation into Defendant’s conduct and use of
8 company funds.

9 38. On November 12, 2025, Lux Optics retained an independent third-party investigator
10 to conduct a thorough, objective, and fair investigation of Defendant’s conduct and use of Company
11 funds.

12 39. On November 17, 2025, during an in-person meeting in San Francisco, Mr.
13 Sandofsky and the investigator informed Defendant of the investigation and the investigator
14 conducted an interview with Defendant concerning his corporate American Express charges.

15 40. During the meeting, Defendant admitted that the October 2025 Air France ticket had
16 not been cancelled until November 14, 2025 (after Mr. Sandofsky scheduled the November 17
17 meeting), contrary to his earlier representation that the transaction was merely a temporary hold.
18 When presented with multiple other transactions that appeared personal in nature, Defendant
19 repeatedly stated that he did not recall the purpose of the charge or would need to “look into it.”
20 Defendant represented that certain charges were inadvertent or had been reimbursed, but Company
21 financial records do not reflect corresponding reimbursements. Defendant also represented that
22 documentation supporting certain charges could be found in his Company email account; a careful
23 review of that account revealed no such documentation or business justification.

24 41. Defendant also provided the investigator a set of keys to the Santa Cruz office space
25 leased by Lux Optics. When asked whether those were the only copies of the keys, Defendant
26 stated that he believed they were but was not certain.

27 42. During the meeting, Lux Optics informed Defendant verbally and via written notice
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1 that he was placed on paid leave of absence effective immediately, pending further investigation of
2 potential incidents of financial fraud. The November 17, 2025 written notice instructed Defendant
3 that he must strictly refrain from taking any actions on behalf of the Company, to immediately
4 return Company-issued devices, keys, and to transfer administrative control over Company digital
5 accounts and services. The notice further explicitly instructed Defendant to preserve all Company
6 data and specifically prohibited the deletion, modification, destruction, or alteration of any
7 Company files, property, records, communications, or materials related to Company finances, the
8 Company's Santa Cruz workspace used by Defendant, or Defendant's employment.

9 43. Later that day, Mr. Sandofsky and the investigator traveled to the Santa Cruz office
10 to inspect the premises and review Company property located there.

11 44. To Mr. Sandofsky's shock, the inspection revealed that only about ten percent of the
12 leased space was set up as a workspace, and that Defendant was using the remaining approximately
13 ninety percent of the premises for personal purposes wholly unrelated to Lux Optics. The second
14 and third floors of the premises were configured as living quarters, including a bedroom furnished
15 with a bed and personal living items. Large amounts of alcohol, as well as other personal effects
16 (including a toothbrush, toothpaste, bathing products, and laundry) were stored throughout the
17 premises, including alcohol under a bathroom sink. A filing cabinet contained boxes of condoms
18 and substances appearing to be hallucinogenic drugs. Other non-business personal items were found
19 in the space, as well as mail addressed to Defendant's separate business, "Space Design Workshop
20 LLC." No Lux Optics business mail was located. Significant portions of the space were used to
21 store Defendant's motorcycle, as well as an e-bike, a bicycle, and related equipment, all of which
22 were personal to Defendant and unrelated to the Company's operations.

23 45. Despite Lux Optics paying rent, Defendant later asserted exclusive possessory rights
24 under the lease and informed Lux Optics that it was not authorized to access the premises to
25 retrieve Company property. After several weeks of delay, Defendant eventually authorized a Lux
26 Optics representative to access the property to retrieve only some Company property, while
27 Defendant continued (and continues to this day) to wrongfully retain additional valuable Company
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1 property.

2 46. As the investigation progressed over the following weeks, close review of corporate
3 credit card statements, travel records, and related materials revealed that the Air France transaction
4 was not isolated but part of a broader pattern of unauthorized personal expenditures charged to Lux
5 Optics over multiple years. Through the investigation, Mr. Sandofsky learned that Defendant had
6 charged numerous personal expenses to Lux Optics' corporate accounts that had previously gone
7 undetected, and that many of the explanations Defendant provided for those transactions were false
8 or misleading.

9 47. The investigation revealed that Defendant had charged Lux Optics' corporate
10 American Express account for personal lodging, international travel, and family airfare over
11 multiple years.

12 48. By way of representative example, in December 2022 Defendant incurred extended,
13 multi-week lodging charges at the Hyatt Wild Palms Hotel in San Jose (despite residing within
14 commuting distance) totaling more than \$2,600. Similar Wild Palms lodging charges occurred
15 again in December 2023. There were no legitimate business purposes for these expenditures.

16 49. In addition, the investigation revealed that Defendant charged additional personal
17 international travel expenses to Lux Optics' American Express card, without authorization or
18 disclosure of the personal nature of the charges, including:

- 19 a. Airfare to French Polynesia in April 2023 during a personal trip that Defendant
20 had described as a "babymoon," as well as fees associated with travel for
21 Defendant's then girlfriend;
- 22 b. Airfare for Defendant's family members, including business-class travel to the
23 Netherlands for Defendant's sister and additional travel for his wife and child;
- 24 c. Airfare to Mexico and Ecuador in 2023 associated with Defendant retrieving
25 personal motorcycles;
- 26 d. Airfare to Hawaii in 2024 associated with a personal marriage proposal trip, as
27 well as other substantial travel charges for the same personal trip;

- e. Airfare to Boston for his sister-in-law;
- f. Airfare to Cancun, Mexico unrelated to any business purpose; and,
- g. Airfare for his wife and daughter to New York City.

50. Defendant's abuse of Lux Optics' American Express card was not limited to travel. The investigation identified additional personal expenditures charged to the corporate card (again, without authorization or disclosure of their personal nature), including shoes, alcohol, and other items unrelated to Company business.

51. For example, Mr. Sandofsky's review of Lux Optics' records revealed that Defendant used Lux Optics' American Express card to pay a third-party contractor to redesign and develop Defendant's separate business website (a website unrelated to Lux Optics). In March and April 2024, Lux Optics' American Express account was charged in total \$999.00 to a contractor providing blog and website theming services for Defendant's personal site. The redesigned website promoted Defendant's independent consulting work and offered paid memberships. The contractor performed the work through a project management platform using Defendant's Company email address. The contractor has not performed work for Lux Optics. Defendant did not disclose that the charges were for his separate business website and did not reimburse Lux Optics.

52. While investigations continue, Defendant's unauthorized personal expense charges to Lux Optics' American Express account identified to date are in the approximate range of \$30,000 to \$75,000, and include, without limitation, the following categories of expenditures:

- a. Personal international and domestic airfare and associated fees, including airfare for family members;
- b. Hotel and lodging expenses unrelated to Company business;
- c. Car rental expenses unrelated to Company business;
- d. Liquor store expenses lacking a documented business purpose;
- e. Airline miles and loyalty program points that accrued solely to Defendant's personal frequent flyer accounts and conferred no benefit to the Company; and,
- f. Additional non-travel personal and self-benefiting expenditures, including luxury

1 footwear, payments for Defendant's separate business website redesign (unrelated to
2 Lux Optics), and other charges associated with Defendant's separate business
3 activities.

4 The foregoing description is based on the Company's review of the American Express account
5 records and related materials to date. Additional unauthorized charges may be identified through
6 further discovery.

7 53. During the course of the investigation, Defendant was asked to explain the business
8 purpose of numerous transactions, and Defendant repeatedly failed to provide plausible
9 explanations. For example, Defendant repeatedly lied, gave explanations that shifted over time, and
10 claimed not to remember the reasons for international travel and other substantial expenses.

11 54. On December 17, 2025, Lux Optics informed Defendant that his employment would
12 be terminated effective December 19, 2025, based on findings that he: (a) intentionally used the
13 Company's corporate American Express account for at least tens of thousands of dollars of personal
14 expenses; and, (b) was intentionally dishonest with the investigator and Mr. Sandofsky with regard
15 to transactions in question, and fact related to the same. In connection with the termination, Lux
16 Optics again directed Defendant to immediately return all Company property and data in his
17 possession, transfer ownership or administrative control of Company digital accounts and online
18 services, and provide all authentication credentials necessary to secure Company systems.
19 Defendant was further reminded in writing of his ongoing obligations to preserve and refrain from
20 using or disclosing Company trade secrets, and was asked to certify that he had returned all
21 Company property and data.

22 55. On December 22, 2025, Lux Optics formally removed Defendant as a director of the
23 Company.

24 56. On December 22, 2025, through counsel, Lux Optics provided written notice to
25 Defendant's legal counsel that Lux Optics intended to pursue formal legal claims arising from the
26 investigation findings. The letter reiterated Defendant's duty to preserve all documents, data, and
27 materials relating to his employment, financial transactions paid by Lux Optics, and the Santa Cruz
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1 workspace, and expressly demanded that Defendant refrain from deleting, modifying, destroying, or
2 altering any such materials. The letter further reminded Defendant of his ongoing trade secret
3 obligations and again requested that he return all Company property and transferred control of
4 Company digital accounts and services.

5 57. On January 6, 2026, counsel for Defendant informed Lux Optics' counsel in writing
6 that Defendant had "taken additional steps to image mixed-use devices to preserve any Company
7 data for evidentiary purposes before wiping those devices and preparing them for return." Lux
8 Optics responded immediately, reiterating that Defendant had no authorization to access, use,
9 image, alter, or wipe any Company-owned devices or media and that such conduct violated prior
10 preservation directives and applicable law. Lux Optics demanded that Defendant cease further
11 access, produce any images created, and provide a detailed accounting of all post-termination
12 access to Company devices and media. Defendant did not comply.

13 58. Following the January 6, 2026 exchange concerning unauthorized imaging and
14 wiping of Company devices, Defendant continued to retain control over Company property and
15 digital assets despite repeated written demands for their return. Although certain equipment was
16 eventually made available for retrieval, Defendant failed to return over \$10,000 in Company-owned
17 equipment purchased with Company funds and frivolously disputed Lux Optics' ownership of
18 certain assets despite Mr. Sandofsky's production of documents verifying company ownership.
19 Defendant also failed to relinquish administrative control over Lux Optics' corporate Instagram and
20 Threads accounts and the Company's spectre.cam domain, despite clear directives to transfer access
21 credentials, which Defendant ignored.

22 59. Defendant's continued refusal to relinquish administrative control over Lux Optics'
23 corporate Instagram and Threads accounts has interfered with Lux Optics' marketing operations
24 and impeded Lux Optics' ability to launch and promote new products. As of the filing of this
25 Complaint, Lux Optics remains unable to access or control its own Instagram and Threads
26 accounts.

27 60. Further, although certain Company devices were ultimately recovered through Lux
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1 Optics' counsel and a third-party forensic vendor retained at Lux Optics' expense, multiple
2 irregularities were identified.

3 61. Despite having been warned repeatedly in writing against spoliation of evidence on
4 electronic devices, Defendant brazenly eliminated electronic evidence on an array of Lux Optics
5 devices before allowing them to be collected from the Santa Cruz office. Three Company-issued
6 iPhones recovered from the Santa Cruz workspace had been factory reset prior to retrieval. An
7 external Company hard drive was also recovered. Forensic analysis determined that approximately
8 500GB of Company data, comprising thousands of files and directories, had been deleted from the
9 drive on January 26, 2026. The forensic review further identified personal directories created by
10 Defendant on the drive immediately prior to the deletion activity, reflecting that the device was
11 actively accessed and modified by Defendant on January 26, 2026.

12 62. The deleted data included Company video footage and related materials associated
13 with a November 2024 invoice for video production services that had been charged to Lux Optics.
14 The November 2024 video production services had been retained by Defendant without prior
15 approval from Lux Optics' CEO and were performed by a close friend of Defendant. On January
16 20, 2026, Lux Optics contacted the video production vendor seeking clarification regarding the
17 November 2024 charge and the scope of services rendered. Six days later, on January 26, 2026, the
18 external hard drive containing Company video footage and related data was erased as described
19 above (while still in Defendant's possession).

20 63. The timing and scope of the deletion materially interfered with Lux Optics' ability to
21 access, preserve, and control its digital assets.

22 64. January 29, 2026, Defendant publicly released a redesigned version of his separate
23 business website (unrelated to Lux Optics), "sdw.space." Embedded within the website was the font
24 file "HalideRouterNeueMono.otf," a proprietary font commissioned by Lux Optics for exclusive
25 use in the Company's software products. Prior to Defendant's publication of the file, the font had
26 not been made publicly available, outside of its embedding within company software.

27 65. Defendant's public use of the font file indicates that Defendant retained copies of
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1 Lux Optics' proprietary digital assets after his access to Company systems had been revoked and he
2 was asked to return all company property.

3 66. During his employment, Defendant had access to Lux Optics' digital assets and
4 development materials through platforms including Dropbox and GitHub. These systems maintain
5 locally stored copies of files and repositories on user machines to permit offline access. As a result,
6 copies of Company repositories and files would have been stored locally on devices used by
7 Defendant.

8 67. Defendant resisted returning Company devices for an extended period following Lux
9 Optic's demand for their return. Prior to ultimately returning some of the devices, Defendant's
10 counsel confirmed in writing that devices had been imaged prior to their return, creating forensic
11 copies of the contents of those devices.

12 68. The materials stored on Defendant's devices included Lux Optics' proprietary
13 software source code. This code contains trade secrets, including implementations of processes
14 patented by the company, and upcoming software releases.

15 69. While still on paid administrative leave pending the conclusion of the investigation,
16 Defendant's Company email account received a communication regarding a job interview with
17 Apple Inc. Approximately two months earlier, the contact person for that interview had previously
18 participated in discussions concerning a potential acquisition by Apple Inc. of Lux Optics. Apple's
19 representatives had previously cited Lux Optics' intellectual property as a major consideration in
20 the company's valuation. The Company bowed out those talks, a decision agreed upon by both
21 Defendant and Mr. Sandofsky. Defendant stated that upcoming software releases would allow the
22 company to demand a higher valuation from Apple if they chose to resume negotiations in a year.

23 70. During the investigation, it was discovered Defendant remained in contact with an
24 Apple representative involved in negotiations, after negotiations ended. Defendant did not disclose
25 this to Mr. Sandofsky, despite obvious intellectual property concerns.

26 71. Defendant was terminated from Lux Optics before the scheduled Apple interview
27 occurred. At the time of his termination and the scheduled time of his Apple interview, Defendant
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1 had not yet returned copies of Lux Optics' source code and other trade secret information.

2 72. On or about January 28, 2026, Defendant publicly announced that he had accepted
3 employment with Apple Inc. Despite his current employment with a company that had previously
4 pursued the acquisition of Lux Optics, Defendant continues to retain Lux Optics' trade secret and
5 digital assets in defiance to multiple formal demands that he return all such materials.

6 73. Defendant's conduct has impaired the integrity, availability, and functionality of Lux
7 Optics' computers, devices, and digital assets, interfered with Lux Optics' ability to access and
8 preserve Company data, jeopardized trade secrets, and required Lux Optics to incur substantial
9 expense to secure, image, and attempt recovery of its digital property.

10 74. In addition to the compromised devices, Defendant wrongfully retains additional
11 Lux Optics property despite repeated demands for its return. Without providing any justification,
12 Defendant has failed to comply with Lux Optics' demands that he return a prestigious Apple
13 Design Award that Apple Inc. had previously awarded to the Company. The award was previously
14 observed at the Santa Cruz workspace on November 17, 2025, but was not returned or present when
15 the forensic vendor retrieved Company property, nor was certain other valuable Company
16 equipment.

17 75. In addition to the above, Defendant has wrongfully retained the refund of the \$4,000
18 security deposit paid by Lux Optics for the Santa Cruz office lease following the lease's termination
19 on January 29, 2026, despite Lux Optics' demand that the deposit be returned to Lux Optics.

20 76. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered
21 substantial damages in an amount to be proven at trial, including but not limited to: (a)
22 unauthorized and personal expenditures charged to the Company; (b) rent, security deposit, and
23 other costs incurred in connection with the Santa Cruz office that Defendant fraudulently
24 misrepresented as a legitimate business necessity; (c) the value of Company property and
25 equipment that Defendant has damaged or failed/refused to return; (d) costs incurred to investigate
26 Defendant's misconduct, including retention of an independent investigator, forensic specialists,
27 and related remediation efforts; (e) attorneys' fees and expenses incurred in recovering Company
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1 property and digital assets; and (f) operational harm resulting from Defendant's interference with
2 Company systems, data, and digital accounts. Plaintiff's damages exceed the jurisdictional \$35,000
3 minimum of this Court.

4 **FIRST CAUSE OF ACTION**

5 **Fraud / Intentional Misrepresentation and Concealment**

6 77. Plaintiff Lux Optics Incorporated ("Lux Optics") incorporates by reference the
7 preceding paragraphs as though fully set forth herein.

8 78. At times relevant to his misconduct, Defendant was a key executive employee,
9 director, and fiduciary of Lux Optics and owed Lux Optics duties of candor, loyalty, and full
10 disclosure regarding Company expenditures and use of Company assets.

11 79. It was well discussed, established and understood between Defendant and Mr.
12 Sandofsky that they were authorized to charge only legitimate Lux Optics' business expenses to
13 Lux Optics' American Express account. By repeatedly charging personal expenses to Lux Optics'
14 American Express account, without disclosing their personal nature, Defendant implicitly and
15 fraudulently represented that the charges were for Lux Optics' business purposes.

16 80. When questioned during Lux Optics' review and investigation, Defendant provided
17 shifting and inconsistent explanations for certain charges and, in many instances, claimed that he
18 could not recall the business purpose of transactions for which he had charged Lux Optics.

19 81. Defendant's misrepresentations and concealment were not limited to the improper
20 credit card charges described above. Defendant also falsely represented that leasing the Santa Cruz
21 workspace was necessary for Lux Optics' business operations, and fraudulently concealed that he
22 actually intended to use, and did use, the space almost entirely for personal purposes and for
23 activities unrelated to Lux Optics. After Lux Optics agreed to lease and fund the workspace in
24 reliance on those representations, Defendant continued to fraudulently conceal that the office was
25 used overwhelmingly for personal and non-Lux Optics purposes, including his operation of a
26 separate consulting business and other non-Lux Optics activities from the premises.

27 82. Defendant knew that his representations were false and that his omissions were
28

misleading at the time they were made, or acted with reckless disregard for their truth, because he knew the expenses were personal in nature and not authorized as Company expenditures.

83. Defendant made the representations and omissions with the intent that Lux Optics rely on them, including by paying the charges, refraining from demanding reimbursement, and continuing to entrust Defendant with control over Company funds and assets.

84. Lux Optics reasonably relied on Defendant's representations and concealment. Lux Optics' reliance was justified in light of Defendant's position as a key executive employee, director, fiduciary, and 49.9% shareholder, and because Defendant intermingled unauthorized charges with legitimate Company expenses in a manner that obscured their true nature.

85. Defendant's conduct was despicable and carried out with a willful and conscious disregard of Lux Optics' rights, thereby entitling Lux Optics to punitive damages pursuant to Civil Code section 3294.

86. As a direct and proximate result of Defendant's fraud, Lux Optics has suffered damages in an amount to be proven at trial, including but not limited to unauthorized expenditures, lease-related losses, investigative and forensic costs, attorney's fees costs to secure and restore devices and digital assets, and related economic harm.

87. Defendant's conduct was malicious, oppressive, and fraudulent within the meaning of Civil Code section 3294, entitling Lux Optics to an award of punitive damages.

SECOND CAUSE OF ACTION

Breach of Fiduciary Duty (Under California Law)

88. Plaintiff Lux Optics realleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

89. At all relevant times, Defendant was employed by Lux Optics in a key executive position and was entrusted with significant authority over Company operations, expenditures, and business activities. By virtue of his position as a key executive employee and the trust placed in him, Defendant owed Lux Optics fiduciary duties under California law, including duties of loyalty, honesty, and good faith.

1 90. These duties required Defendant, among other things, to act in the best interests of
2 Lux Optics, to use Company assets solely for legitimate Company purposes, to fully disclose
3 material conflicts of interest, and to refrain from self-dealing or using Company property, funds, or
4 opportunities for his own personal benefit.

5 91. Defendant breached these fiduciary duties by engaging in wrongful conduct
6 including, but not limited to:

- 7 a. Charging personal travel, lodging, and other non-business expenses to Lux
8 Optics' corporate credit card;
- 9 b. Using Company funds to obtain personal travel rewards and other benefits;
- 10 c. Causing Lux Optics to lease and pay for a Santa Cruz workspace that was not
11 actually a necessary business expense, and used almost entirely (i.e., about
12 90% of the space) for Defendant's personal purposes, and failing to return
13 the security deposit upon termination of the lease;
- 14 d. Using Company-paid premises, resources, and infrastructure in connection
15 with a separate business venture, including Space Design Workshop LLC;
- 16 e. Failing to disclose the extent to which Company funds, workspace, and
17 resources were being used for personal, non-Lux Optics purposes;
- 18 f. Failing to comply with demands to return all company property in his
19 possession or control;
- 20 g. Failing to maintain or provide accurate records regarding Company
21 expenditures under his control;
- 22 h. Altering, erasing, and/or impairing Company devices and digital assets
23 following inquiry into his conduct, and in violation of Lux Optics' directives;
- 24 i. Retaining and copying Lux Optic's proprietary software, source code, and
25 other confidential or trade secret materials after his authority to access
26 Company systems had been revoked, and failing to return such materials
27 despite repeated written demands; and
28

1 j. Failing and refusing to relinquish administrative control over Lux Optic's
2 digital assets, including the Company's spectre.cam domain and corporate
3 Instagram and Threads accounts, despite clear directives to transfer such
4 access to Lux Optics.

5 92. Defendant's conduct was intentional, self-interested, and undertaken in bad faith.

6 93. Defendant placed his personal interests above those of Lux Optics and misused
7 corporate assets for personal benefit while serving in a position of trust and confidence.

8 94. Defendant obtained personal travel, lodging, and other personal benefits at Lux
9 Optics' expense, and equity requires disgorgement of all such benefits.

10 95. As a direct and proximate result of Defendant's breaches of fiduciary duty, Lux
11 Optics has suffered damages including, but not limited to:

12 a) Misappropriated corporate funds;

13 b) Waste of corporate assets;

14 c) Costs of investigation and forensic analysis;

15 d) Loss of use of Company property and digital assets;

16 e) Business disruption, including the loss of access to and use of Company-controlled
17 online accounts and digital platforms;

18 f) Attorneys' fees; and

19 g) Other damages in an amount to be proven at trial.

20 96. Lux Optics is entitled to recover compensatory damages, disgorgement of benefits
21 obtained by Defendant, equitable relief, and all other relief the Court deems just and proper.

22 **THIRD CAUSE OF ACTION**

23 **Breach of Fiduciary Duty (Under Delaware Law)**

24 97. Plaintiff realleges and incorporates by reference the preceding paragraphs as though
25 fully set forth herein.

26 98. At all times relevant to his misconduct, Defendant was a key executive employee,
27 member of the Board of Directors, and 49.9% shareholder of Lux Optics, a Delaware corporation.
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1 99. As Board member, Defendant owed Lux Optics fiduciary duties under Delaware
2 law, including duties of loyalty, good faith, candor, and due care.

3 100. The duty of loyalty required Defendant to act in the best interests of Lux Optics, not
4 to engage in self-dealing, not to appropriate corporate assets for personal benefit, not to divert
5 corporate resources to non-corporate purposes, and to disclose fully any material conflicts of
6 interest.

7 101. Defendant breached his fiduciary duties by, among other things:

- 8 a. Charging personal travel, lodging, and other non-business expenses to Lux
9 Optics' corporate credit card;
- 10 b. Using Company funds to obtain personal travel rewards and other benefits;
- 11 c. Causing Lux Optics to lease and pay for a Santa Cruz workspace that was not
12 actually a necessary business expense, and used almost entirely (i.e., about
13 90% of the space) for Defendant's personal purposes, and failing to return
14 the security deposit upon termination of the lease;
- 15 d. Using Company-paid premises, resources, and infrastructure in connection
16 with a separate business venture, including Space Design Workshop LLC;
- 17 e. Failing to disclose the extent to which Company funds, workspace, and
18 resources were being used for personal, non-Lux Optics purposes;
- 19 f. Failing to comply with demands to return all company property in his
20 possession or control;
- 21 g. Failing to maintain or provide accurate records regarding Company
22 expenditures under his control;
- 23 h. Altering, erasing, and/or impairing Company devices and digital assets
24 following inquiry into his conduct, and in violation of Lux Optics' directives;
- 25 i. Retaining and copying Lux Optic's proprietary software, source code, and
26 other confidential or trade secret materials after his authority to access
27 Company systems had been revoked, and failing to return such materials
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1 despite repeated written demands; and

2 j. Failing and refusing to relinquish administrative control over Lux Optic's
3 digital assets, including the Company's spectre.cam domain and corporate
4 Instagram and Threads accounts, despite clear directives to transfer such
5 access to Lux Optics.

6 102. Defendant's conduct was intentional, self-interested, and undertaken in bad faith.

7 103. Defendant placed his personal interests above those of Lux Optics and misused
8 corporate assets for personal benefit while serving in a position of trust and confidence.

9 104. Defendant obtained personal travel, lodging, and other personal benefits at Lux
10 Optics' expense, and equity requires disgorgement of all such benefits.

11 105. As a direct and proximate result of Defendant's breaches of fiduciary duty, Lux
12 Optics has suffered damages including, but not limited to:

- 13 a) Misappropriated corporate funds;
- 14 b) Waste of corporate assets;
- 15 c) Costs of investigation and forensic analysis;
- 16 d) Loss of use of Company property and digital assets;
- 17 e) Business disruption, including the loss of access to and use of Company-
18 controlled online accounts and digital platforms;
- 19 f) Attorneys' fees; and
- 20 g) Other damages in an amount to be proven at trial.

21 106. Lux Optics is entitled to recover compensatory damages, disgorgement of benefits
22 obtained by Defendant, equitable relief, and all other relief the Court deems just and proper.

23 **FOURTH CAUSE OF ACTION**

24 **Conversion**

25 107. Lux Optics incorporates by reference the preceding paragraphs as though fully set
26 forth herein.

27 108. Lux Optics owned and had the right to possess Company property, including
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1 computers, photography and production equipment, awards, storage media, and other tangible
2 items, as well as certain intellectual and digital property and credentials associated with Lux Optics'
3 accounts.

4 109. Lux Optics demanded that Defendant return Company property and transfer control
5 of Company digital assets and accounts.

6 110. Defendant has wrongfully exercised dominion and control over Lux Optics' property
7 by withholding, delaying return, and returning certain devices in altered condition, and by retaining
8 or refusing to return company intellectual property and timely transfer administrative access to Lux
9 Optics' digital accounts.

10 111. Lux Optics did not consent to Defendant's continued possession, alteration, or
11 control.

12 112. Lux Optics was harmed by Defendant's conversion, including loss of use of
13 Company devices and digital assets, deprivation of possession and control of proprietary source
14 code and other confidential materials, impairment and deletion of Company data, business
15 disruption, and costs incurred to recover, secure, and image devices and restore control of accounts.

16 113. Lux Optics seeks damages in an amount to be proven at trial, together with interest
17 and costs.

18 **FIFTH CAUSE OF ACTION**

19 **Trespass to Chattels**

20 114. Lux Optics incorporates by reference the preceding paragraphs as though fully set
21 forth herein.

22 115. Defendant intentionally and without authorization interfered with Lux Optics'
23 personal property, including computers, storage media, digital accounts, and other Company
24 equipment.

25 116. Defendant's conduct impaired the condition, quality, and value of Lux Optics'
26 property and deprived Lux Optics of the use and possession of its property by delaying return,
27 altering, resetting, and retaining control of devices and digital assets.

117. Lux Optics did not consent to Defendant's continued possession, interference, or impairment of its property.

118. As a direct and proximate result of Defendant's unauthorized interference, Lux Optics has suffered harm including impairment and deletion of Company data, loss of use of Company devices and digital assets, disruption of business operations, and costs incurred to recover, secure, image, and restore its devices, data, and digital accounts, in an amount to be proven at trial.

SIXTH CAUSE OF ACTION

Negligent Misrepresentation (In the Alternative)

119. Lux Optics incorporates by reference the preceding paragraphs as though fully set forth herein.

120. In the alternative to its claim for fraud (intentional misrepresentation and concealment), to the extent that any misrepresentations made by Defendant about the Lux Optics business purpose of any expenditures were not intentional, Plaintiff alleges that they were at least negligent.

121. Defendant made the representations with the intent that Lux Optics rely on them, including by paying the charges, refraining from demanding reimbursement, and continuing to entrust Defendant with control over Company funds and assets.

122. Lux Optics reasonably relied on Defendant's representations. Lux Optics' reliance was justified in light of Defendant's position as a key executive employee, director, fiduciary, and 49.9% shareholder, and because Defendant intermingled unauthorized charges with legitimate Company expenses in a manner that obscured their true nature.

123. As a direct and proximate result of Defendant's negligent misrepresentations, Lux Optics has suffered damages in an amount to be proven at trial, including but not limited to unauthorized expenditures, lease-related losses, investigative and forensic costs, attorney's fees costs to secure and restore devices and digital assets, and related economic harm.

1 **SEVENTH CAUSE OF ACTION**

2 **Restitution (Unjust Enrichment) (In the Alternative)**

3 124. Lux Optics incorporates by reference the preceding paragraphs as though fully set
4 forth herein.

5 125. In the alternative to its tort claims, Defendant has been unjustly enriched at Lux
6 Optics' expense by obtaining and retaining benefits, including Company funds, use of Company-
7 paid premises and infrastructure, and Company property and digital assets, under circumstances
8 where it would be inequitable for Defendant to retain such benefits.

9 126. Defendant has not repaid or returned the benefits wrongfully obtained.

10 127. Lux Optics is entitled to restitution and disgorgement of all benefits unjustly retained
11 by Defendant.

12 **EIGHTH CAUSE OF ACTION**

13 **Civil Action for Violation of Penal Code § 502 (Computer Data Access and Fraud Act)**

14 128. Lux Optics incorporates by reference the preceding paragraphs as though fully set
15 forth herein.

16 129. After Lux Optics placed Defendant on leave and after his authority to access Lux
17 Optics systems was revoked (including after his employment termination and removal as director),
18 Defendant knowingly accessed, used, controlled, and/or interfered with Lux Optics' computers,
19 computer systems, and data without permission or in excess of authorized permission.

20 130. Defendant's conduct included, among other acts: delaying return of Company
21 devices; imaging the hard drive of at least one such device without authorization and retaining a
22 copy of the imaged data; wiping the device before returning it to Lux Optics; failing or refusing to
23 return company physical and intellectual property; returning at least one device in reset condition;
24 and retaining administrative access to Company digital accounts and assets after his relationship
25 with Lux Optics ended and despite repeated demands to relinquish control.

26 131. Through this conduct, Defendant knowingly accessed, copied, took, and used Lux
27 Optics' computer data and systems without permission and in excess of his authorized access.
28

132. Defendant's unauthorized access, deletion, alteration, and interference impaired the integrity and availability of Company data, required forensic recovery efforts, and caused Lux Optics to incur substantial costs in securing, imaging, and restoring its digital property.

133. Defendant's acts constitute violations of Penal Code section 502, including unauthorized access and interference with data and systems.

134. Lux Optics seeks compensatory damages, injunctive relief, and attorneys' fees and costs as authorized by Penal Code section 502 and other applicable law.

NINTH CAUSE OF ACTION

Misappropriation of Trade Secrets (Cal. Civ. Code §§ 3426 et seq.)

135. Plaintiff Lux Optics repeats and realleges each and every allegation contained in the preceding paragraphs as though fully set forth herein.

136. Lux Optics owns valuable trade secrets within the meaning of California Civil Code section 3426.1(d), including but not limited to proprietary source code (including locally stored copies used for product validation), unreleased product designs, image renderings, user interface designs, and related technical and product development materials concerning Lux Optics' products and systems (collectively, the "Trade Secrets"). These Trade Secrets derive independent economic value from not being generally known to the public or to other persons who could obtain economic value from their disclosure or use.

137. Lux Optics has taken reasonable measures under the circumstances to maintain the secrecy of its Trade Secrets. Such measures include limiting access to the Trade Secrets to authorized personnel, maintaining the on secured systems and devices, restricting dissemination of the information to those with a legitimate business need, and requiring employees with access to Lux Optics' confidential information to maintain its confidentiality and use it solely for Lux Optics' business purposes.

138. Through his role as a director and employee of Lux Optics, Defendant was given access to Lux Optics' Trade Secrets solely for the purpose of performing work for Lux Optics and subject to duties of confidentiality and loyalty owed to Lux Optics.

1 139. After his termination of employment, and without Lux Optics' authorization,
2 Defendant copied and retained Lux Optics' Trade Secrets by imaging one or more company-issued
3 devices, including at least the hard drive of the laptop computer issued to him by Lux Optics. Upon
4 information and belief, those images contain locally stored repositories of Lux Optics' Trade
5 Secrets, including proprietary source code, design renderings, and other confidential development
6 materials.

7 140. Defendant caused such imaging to occur despite Lux Optics' repeated written
8 demands that he preserve and return Lux Optics' property and refrain from copying or retaining
9 Lux Optics' data and Trade Secrets. Upon information and belief, Defendant subsequently wiped at
10 least the laptop hard drive after imaging and has retained possession, custody, or control of one or
11 more images or copies of Company data.

12 141. Defendant's copying and retention of Lux Optics' Trade Secrets, and his continued
13 possession of the imaged data after Lux Optics demanded return of Lux Optics' Trade Secrets,
14 constitute misappropriation of trade secrets within the meaning of California Civil Code section
15 3426.1.

16 142. Upon information and belief, Defendant is currently employed by Apple, Inc., a
17 company that sought to acquire Lux Optics approximately six months ago. Defendant's possession
18 of Lux Optics' Trade Secrets creates a substantial risk that those Trade Secrets will be disclosed or
19 used for the benefit of that entity or others.

20 143. Defendant's acts constitute actual and threatened misappropriation of Lux Optics'
21 Trade Secrets.

22 144. Defendant's conduct has caused, and unless enjoined will continue to cause,
23 immediate and irreparable harm to Lux Optics for which Lux Optics has no adequate remedy at
24 law.

25 145. As a direct and proximate result of Defendant's misappropriation, Lux Optics has
26 suffered damages in an amount to be proven at trial and is entitled to recover such damages under
27 California Civil Code section 3426.3.

146. Defendant's misappropriation of Lux Optics' Trade Secrets was willful and malicious, entitling Lux Optics to exemplary damages under California Civil Code section 3426.3.

147. Lux Optics is also entitled to injunctive relief under California Civil Code section 3426.2 prohibiting Defendant from possessing, using, or disclosing Lux Optics' Trade Secrets and requiring Defendant to return or destroy any copies of Lux Optics' Trade Secrets in his possession, custody, or control, including any images of Lux Optics' devices or files.

TENTH CAUSE OF ACTION

Declaratory Relief (CCP § 1060)

148. Lux Optics incorporates by reference the preceding paragraphs as though fully set forth herein.

149. An actual controversy exists between Lux Optics and Defendant concerning the ownership, control, and right to possession of Lux Optics physical and intellectual property and digital assets, including without limitation, Company equipment, proprietary software, source code, confidential and trade secret materials, domain names, social media accounts, credentials, and equipment.

150. Lux Optics contends it is the rightful owner of all Company property and digital assets and that Defendant has no right to retain, access, copy, control, or use them.

151. Defendant has disputed Lux Optics' rights and/or failed to timely return and transfer control as demanded.

152. Lux Optics seeks a judicial declaration establishing Lux Optics' ownership and exclusive right to possession and control of its property and digital assets, and confirming that Defendant has no right to retain, access, copy, control, or use such materials.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Lux Optics prays for judgment against Defendant as follows:

1. For general and compensatory damages in an amount to be proven at trial;
2. For restitution and disgorgement of all funds, compensation, and other property wrongfully obtained by Defendant through misuse of Company funds and assets;

1 3. For damages for misappropriation of Trade Secrets pursuant to California Civil Code
2 section 3426.3, including actual loss and unjust enrichment;

3 4. For damages under California Penal Code section 502, including compensatory
4 damages and injunctive relief as authorized by statute;

5 5. For the imposition of a constructive trust over any funds, property, equipment,
6 digital assets, wrongfully obtained or retained by Defendant;

7 6. For declaratory relief that:

8 a. Lux Optics is the sole lawful owner of all Company property, including equipment,
9 awards, domains, social media accounts, and digital assets; and

10 b. Defendant has no legal right to retain, access, or control such property or assets;

11 7. For preliminary and permanent injunctive relief requiring Defendant to:

12 a. Immediately return all remaining Company-owned equipment and property;

13 b. Transfer full administrative control of all Company digital accounts and domains to
14 Lux Optics;

15 c. Preserve all Company data and devices in his possession or control and refrain from
16 altering, deleting, or destroying any such materials;

17 d. Surrender to Lux Optics any Trade Secrets, forensic images, backups, or copies of
18 Company devices, repositories, files, source code, or digital assets in Defendant's
19 possession custody or control and certify under oath that no additional copies remain
20 in his possession;

21 e. Refrain from accessing, altering, deleting, or interfering with Lux Optics' digital
22 systems or accounts;

23 f. Refrain from using, disclosing, or retaining any of Lux Optics' confidential
24 information, source code, or Trade Secrets.

25 8. For punitive and exemplary damages pursuant to California Civil Code section 3294
26 and, with respect to Lux Optics' Trade Secrets claim, exemplary damages under California Civil
27 Code section 3426.3;

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- 9. For prejudgment and post-judgment interest as permitted by law;
- 10. For attorneys’ fees and costs of suit as permitted by law, including under Penal Code section 502, Civil Code section 3426.4, and other applicable authority;
- 11. For such other and further relief as the Court deems just and proper.

Dated: March 19, 2026

HIXSON NAGATANI LLP

By 
ALEXA L. MORGAN

Attorneys for PLAINTIFF,
LUX OPTICS INCORPORATED